

1. Name of Registrant

OMNICOM GROUP INC.

2. Registration No.

1066

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☒ To correct a deficiency in

☐ Initial Statement

☒ Supplemental Statement for Bermuda Department
of Tourism

☐ To give a 10-day notice of a change in information as required
by Section 2(b) of the Act.

☐ Other purpose (specify) _____

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

Final Contract

3 Copies Attached

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

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INTERNAL SECURITY
SECTION
REGISTRATION UNIT

The undersigned swear(s) or affirm(s) that he has *(they have)* read the information set forth in this amendment and that he is *(they are)* familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his *(their)* knowledge and belief.

Raymond McGovern

Raymond McGovern

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at New York, N.Y.

this day of October 10, , 19 90

Charles W. Springer

Charles W. Springer

(Notary or other officer)

My commission expires 3/30/92

CHARLES W. SPRINGER
NOTARY PUBLIC, State of New York
No. 41-4778540
Qualified in Queens County
Certificate Filed in Queens County
Commission Expires March 30, 1992

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
OMNICOM GROUP INC.	BERMUDA DEPARTMENT OF TOURISM

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☒ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

- Describe fully the nature and method of performance of the above indicated agreement or understanding.

Omnicom Group Inc. advises Bermuda Department of Tourism with respect to Advertising and Marketing Plans. In addition Omnicom prepares, places and distributes, advertising and brochures in markets across the United States.

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Formerly OBB-65

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

(See 4)

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

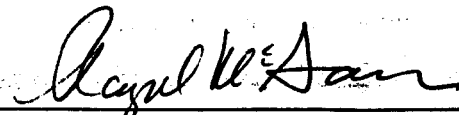
10/5/90

Name and Title

Secretary & General Counsel

Raymond McGovern

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

DDB NEEDHAM WORLDWIDE MEMO

June 11, 1990

To: Phil Kreiger
From: Dennis Byrnes
Subject: Bermuda - Contract

C: Ray Targonski

Attached is a client signed copy of the Bermuda contract. I have the original on file. Please let me know if we need anything else.



DB:vfb
attachment

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90 OCT 12 AM 9:40

December 1, 1989

Bermuda Department of Tourism

Attn: Peter Smith

P.O. Box HM 465

Hamilton HMBX, Bermuda

Gentlemen:

We hereby agree to serve as your advertising agency in accordance with the following terms:

1. AGENCY SERVICES

For the compensation provided for in Section 2 below, we will perform the following services (hereinafter referred to as "Basic Services") for you:

- (a) Study your business, analyze your present and potential markets.
- (b) Employ in your behalf our knowledge of the available media, undertake media planning and means which can profitably be used.
- (c) Formulate and recommend plans as needed.
- (d) Write, design, illustrate or otherwise prepare your advertisements, for newspapers, magazines, radio, television, trade papers or other appropriate media.
- (e) We will also:

- (i) Order the space, radio or television time, or other means to be used for your advertising, endeavoring to secure the most advantageous rates available.
- (ii) Check and verify insertions, displays, broadcasts or other means used, to such degree as is usually performed by agencies.
- (iii) Audit and pay invoices for space, radio or television time, preparation and services.
- (iv) Coordinate with your sales force to make your advertising more effective.
- (f) We shall act as your agent with regard to the purchase of materials and services and media in your behalf.
- (g) We will provide any of the services listed on the attached Schedule I at your request at the rate listed thereon, or if there is no rate listed, at a rate which you and we have agreed upon in writing. Said additional services are herein-after referred to as "Additional Services."

2. COMPENSATION

In consideration of the services to be performed by us, you will compensate us in accordance with the following standard billing practice.

(a) Media Advertising-Space and Time

- (1) For all media allowing an agency commission of at least 15%, we will bill you at the current published

rate, to be adjusted where necessary to actual earned rates.

- (2) Where the media rates do not include agency commission, or where the commission is less than 15%, we will bill you on a basis which will yield us 15% of the gross amount you pay before cash discount.

(b) Media Adjustments

(i) If, in medium having a schedule of graduated rates, less space or time than contracted for is used, you will pay us the difference if any, between the amount due at the rate named in the contract and the amount due at the rate applicable to the quantity of space or time used, in accordance with such short rate payments as we may be obligated for in connection with your advertising.

(ii) If, in a medium having a schedule of graduated rates, more space or time than contracted for is used, we shall refund to you any excess you may have paid us over the amount due at the rate earned in accordance with such refunds as may be made to us by media.

(c) Artwork, Production, etc.

You will pay us for the following items prepared or purchased for you pursuant to your authorization, at our cost, before deduction of cash discount, plus 17.65% of such cost:

(i) Artwork (such as semi-comprehensives, comprehensives, finished art, special but not rough layouts, storyboards) and mechanical production (e.g. photographs, photostats, typesetting and proofs, engraving, electro- types, mats, mechanicals, printing and similar items).

(ii) Production cost for radio and television programs and commercials, motion pictures, slides and slide films.

(iii) Expenditures incurred in securing testimonials and the right to use names and/or likenesses of individuals (including talent session and reuse fees) and copyrighted material.

(iv) Jingles, musical arrangements and productions, recordings, special writers, production supervision, kinescopes, film and video tape.

(d) Out-of-Pocket

(i) Travel.

You will reimburse us for travel expenses, accommodations, and per diem for trips to Bermuda of all our personnel authorized or requested by you. Per diem includes out-of-pocket costs for meals, local transportation, etc. but does not include agency fees. You will also reimburse us for long distance telephone charges, postage and air freight to Bermuda incurred in the service of the account.

(ii) Packaging, Shipping, Delivery and Communications.

All expenses incurred in connection with forwarding

advertising material on your behalf (engraving, duplicate repro materials, TV/radio tapes, recordings, extensive media cancellations) and special telephone, telegraph, cable, messenger and other message charges incurred to provide you with special information, or to meet emergency situations for which we are not responsible.

(e) Payments and Cash Discounts

In accordance with the generally recognized principle that an agency is not required to finance the advertising or activities of its clients, it is understood:

(i) Our invoices to you are payable by you on or before the due dates specified thereon.

(ii) Cash discounts received from media will be allowed to you provided payment is received by us on or before the date specified on our invoice, and provided there is not overdue indebtedness to us at the time of payment. No cash discount is allowed on our bills for materials and services purchased for you since such bills usually represent funds already disbursed by us.

(iii) Media costs will be billed per the attached Schedule II, based on estimated costs with an adjustment to actual invoiced or credited to you when all costs for that medium and month are finalized (generally within 60-90 days).

(iv) Print production costs greater than \$10,000 will be billed at 50 percent based on approved estimate during the month of production with the balance invoiced within ninety (90) days of completion of the ad.

Print production costs of less than \$10,000 will be billed upon job completion.

(v) Broadcast production costs will be billed at 100 percent based on approved estimate during the month of production with an adjustment to actual costs invoiced or credited within ninety (90) days of completion of the commercial.

(vi) Charges for talent and miscellaneous projects or jobs will be billed monthly as agency incurs costs.

(vii) We reserve the right, in case of delinquency in your payments to us, to change the requirements as to terms of payment under this Agreement.

(viii) Effective April 1, 1990 if your payments to us are in arrears by more than thirty (30) days you will pay us interest on the outstanding balance at prime plus 1½%.

(f) Media Plans and Production Estimates

Media plans for proposed expenditures for advertising in publications, on radio and television, etc., and production estimates for proposed expenditure for costs and services related to the production of advertising and advertising materials will be submitted to you for your approval. Your approval shall constitute our authorization to enter into contracts and made purchased for your account.

3. GENERAL PROVISIONS

(a) You agree to place all advertising you may do, during the life of the agreement, through our agency.

(b) We agree to secure your approval of all expenditures in connection with your advertising. Only those persons so designated in writing by you will be considered authorized to approve media plans and production estimates.

(c) We will take every reasonable precaution to safeguard any and all of your property entrusted to our custody or control, but in the absence of gross negligence on our part or willful disregard by us of your property rights, we are not to be held responsible for any loss, damage, destruction or unauthorized use by others of such property and in no event shall we be responsible after one year from the date we are entrusted with such custody and control of such custody and control of such property.

(d) You reserve the right, in your own best interests, to modify, reject, cancel or stop any and all plans, schedules or work in progress; and in such event we shall immediately take proper steps to carry out your instructions but you agree to assume our liability for all authorized commitments, to reimburse us for all expenses incurred and to pay us any related services⁶ charges in accordance with the provisions of this agreement.

(e) Nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to media.

(f) We will endeavor to the best of our knowledge and ability to guard against any loss to you through failure of media or suppliers properly to execute their commitments but we shall not be held responsible for any failure on their part.

(g) You will indemnify us against any loss we may sustain as the result of any claim, suit or proceeding made or brought against us based upon assertions made for your products or services or about any products or services of your competitors in any advertising which we may prepare for you and which you approve before its publications or broadcasting, as well as for claims or suits arising out of the nature or use of your products or services. You will also indemnify us against any loss we may sustain resulting from any claim, suit or proceeding made or brought against us for use of any agency-produced commercials by your dealers or by anyone else, when such claim, suit or proceeding arises out of our obligations under the applicable union codes or contracts relating to the production of commercials.

(h) We expressly reserve the right to refuse to undertake any publication of any advertisement or article which, in our judgement, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to your interest or to ours.

(i) If you turn over any material prepared by us to divisions of your company or other distributors, such division's or distributor's use will be deemed use by you and we will be entitled to compensation pursuant to this agreement for such use, from you.

4. ADVERTISING OUTSIDE THE UNITED STATES OR BY OTHERS

If advertising created by us is used outside the United States and such advertising is not placed by one of our foreign offices or affiliates, or if advertising created by us is used by any of your dealers, distributors or any third party, anywhere, with your approval or

consent and such advertising is not placed by one of our offices or affiliates, you will pay us the greater of the following two sums: one-half the commission earned on such placement by such third party, or 7½% of the media costs for such advertising.

5. CREATIVE IDEAS

(a) If any of our creative ideas which are reduced to fixed or tangible form (including, but not limited to, trade marks, copyrights and patents) are used by you or your licensee after the term of this agreement, we will be entitled to compensation from you of one-third (1/3) of the compensation granted any other party.

6. TERMINATION OF AGREEMENT

(a) This agreement will become effective on December 1, 1989 and shall continue in full force and effect until terminated by either party on ninety (90) days prior written notice given by either party or the other, and sent by registered or certified mail to the principal place of business of the party to whom such notice is addressed.

(b) The rights, duties and responsibilities of the agency and advertiser shall continue in full force and effect during this period of notice, including the placing of advertisements (irrespective ^{of} or whether said advertisement was created by us ~~or~~ or by a third party) in any print media whose closing dates fall within the ninety-day notice period, and in any broadcast media whose date of broadcast falls within the ninety-day notice period. In addition, if any advertising created

GB

by us is used after such ninety day notice period, and such advertising is essentially in the form created by us, you will continue to pay us full commission on the media in which the advertising runs.

(c) Any uncancellable contract made on your authorization, and still existing at the expiration of the agree^d-upon interval following notice, shall be carried to completion by us and paid for by you unless mutually agreed in writing to the contrary, in accordance with the provisions herein. B

(d) Any materials, services, etc., we have committed ourselves to purchase for your account, with your approval (or any uncompleted work previously approved by you either specifically or as part of a plan), shall be paid for by you.

(e) Upon the termination of this agreement, we shall transfer, assign and make available to you, or your representative, all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising. We also agree to give all reasonable cooperation toward transferring, with approval of third parties in interest, all reservations, contracts and arrangements with advertising media, or others, for advertising space, broadcasting time, or materials yet to be used and all rights and claims thereto and therein upon being duly released from the obligation by you and such third parties.

(f) However, at termination, unused or unpublished advertising created by us shall remain our property, regardless of whether or not the physical embodiment of the creative work is in your possession in the form of copy, art work, plates, film, video tape, etc.

7. EXAMINATION OF RECORDS

You may at any time during the life of the contract, and upon reasonable notice, examine our files and records pertaining to the production and publishing of advertising created or placed for you.

8. APPLICABLE LAW

The terms of this agreement shall be subject to the laws of the State of New York, as applied to agreements made and to be performed entirely therein.

DDB NEEDHAM WORLDWIDE INC.

By Rami P. Beymer
5/14/90

AGREED:

Chung
Director of Television
June 1, 1990
By _____

Additional Service Schedule

New Products

 Ideas

 Counseling

 Marketing Strategy

Sales Promotion

Merchandising

 Planning

 Execution

Collateral Services

 Point of Purchase and Header Cards

 Brochures

 Catalogues

 Package Design

Trademark Development

Market Research

 Design of Research

 Supervision

 Analysis

Product Research

 Design

 Supervision

 Analysis

Public Relations

Direct Marketing

Special Meetings

 Convention

 Sales

Cooperative Advertising

BILLING TIMETABLE

- | | |
|------------------------------|---|
| <u>Spot Television</u> | - Billed to clients at the end of the month of advertising. |
| <u>Spot Radio</u> | - Billed to clients at the end of the month of advertising. |
| <u>Network Television</u> | - Billed to clients at the end of the month of advertising. |
| <u>Network Radio</u> | - Billed to clients at the end of the month of advertising. |
| <u>Newspaper</u> | - Billed to clients at the end of the month of advertising. |
| <u>Out-of-Home</u> | - Billed to clients at the end of the month of advertising. |
| <u>Magazine</u> | - Billed to clients one month prior to the insertion month based upon the on-sale date |
| <u>Print Production</u> | - 50 percent of approved estimated costs billed to clients at the beginning of production; balance billed within ninety (90) days of job completion.
<i>multiple bills cost as incurred.</i> |
| <u>Commercial Production</u> | - 100 percent or approved estimated costs billed to clients at the beginning of production; adjustment to actual billed or credited within ninety (90) days of job completion. |
| <u>Talent</u> | - Billed to clients at the end of the month for those payments made during the month |
| <u>Miscellaneous</u> | - Billed to clients monthly as incurred. |

INTERNAL SECURITY
SECTION
NOTICES
ADMINISTRATIVE UNIT

09:40 21 OCT 06

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